

OCT. 16 1989

SECTION 1. DEFINITIONS. For the purpose of this franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

a. "Board" shall mean the Board of County Commissioners of Lewis County or its designee.

b. "Company" shall mean ELMER P. LOOSE IV,
whose address is: 559 Chilvers Road, Chehalis, WA 98532.
~~doing business as~~

c. "County" shall mean the County of Lewis.

d. "Franchise area" shall mean that area designated in Exhibit "A" attached hereto.

e. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

f. "County Road" shall mean any public road or right of way which is a part of the Lewis County road system by Order of Establishment, Dedication in a recorded plat or by maintenance pursuant to R.C.W. 36.75.070.

SECTION 2. GRANT OF AUTHORITY. There is hereby granted by the County to the Company the right and privilege to erect, install, construct, repair, replace, reconstruct, maintain, and retain in, on, over, under, upon, across and along all current and future county roads in the franchise area, except county roads lying within the National Forest boundaries and/or to which the Forest Service has reserved the exclusive right to grant utility permits, such poles, lines, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to a water line system. This franchise is granted under authority of Chapter 36.55 RCW.

SECTION 3. NON-EXCLUSIVE GRANT. This franchise shall not be deemed or held to be an exclusive grant or privilege, nor prohibit the County from granting other franchises rights of like or other nature to others, nor shall it prevent the County its use of or jurisdiction over the county roads within the area for which this franchise has been granted. All provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the company and all privileges of the company shall inure to such successors and assigns as if they were specifically mentioned.

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SECTION 4. USE OF COUNTY ROADS

A. At least ten days prior to the start of any construction the holder of this Franchise will submit to the County Engineer a map showing the location and detail of the proposed work and no construction or other work is to be commenced unless said plans have been approved by the County Engineer except that in case of an emergency requiring immediate attention the holder shall take whatever emergency action is necessary and immediately notify the County Engineer thereof.

B. Road Openings or Obstructions. All transmission and distribution structures, lines, and equipment erected or installed by the Company within the franchise area shall be done in compliance with the standard specifications of all applicable federal, state and local laws, ordinances, traffic manuals and regulations. No hard surface pavement shall be cut or county road broken by the Company without first obtaining a permit from the county, which requires a plan submittal and approval before installation begins. The Company shall install and maintain all such lines, wires, cables, conduits, fixtures and other equipment in such a manner that will not interfere with any installations of the County or other existing utilities serving the County.

SECTION 5. CONDITIONS OF ROAD OCCUPANCY.

A. Any and all damages or injury done or caused to any county roads or portions thereof within the franchise area in the construction, operation, maintenance or repair of said water line and appurtenances thereto shall be immediately repaired and reconstructed under the supervision and to the satisfaction of the County Engineer; and in the event the holder shall fail, neglect or refuse to immediately repair and reconstruct said damage or injury to such roads, the same may be done by the County of Lewis, and expense and cost thereof shall immediately be repaid by the Holder to said county.

B. If at any time during the term of this franchise the County shall elect to vacate, alter, relocate or change the grade of any county road, the Company, upon reasonable notice by the County, shall remove, relay or relocate its poles, lines, wires, cables, underground conduits, manholes, water line and other fixtures at its own expense.

C. Any poles or other fixtures placed on any county road by the Company

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shall be placed in such manner as not to interfere with the usual travel on such road.

D. The Company shall, on the request of any person holding a valid overlegal special permit issued by the County, or such a permit issued by the State Department of Transportation which has been validated by County for movements on county roads, temporarily raise or lower its wires to permit the moving of over dimension vehicles and/or loads. The Company shall be entitled to charge the expense of such temporary removal, raising or lowering of wires from legally prescribed heights to the person requesting the same, and the Company shall have the authority to require such payment, in advance. The Company shall be entitled to not less than forty-eight (48) hours advance notice from such person to arrange for such temporary wire changes.

E. The Company shall have the authority, upon having first contacted the County, to trim trees upon, or overhanging the right of way of county roads of the franchise area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the County, such trimming may be done by it or under its supervision and direction at the expense of the company.

F. The Company shall, at its expense when for road purposes, protect, support, temporarily disconnect, relocate in the same county road or remove from the county road any property of the Company when required by the County by reason of traffic conditions, public safety, road vacation, installation of sewers, drains, water pipes, power lines, gas lines, signal lines and tracks, or any other type of structures or improvements by public agencies; provided, however, that the Company shall, in all cases, have the rights and obligations of abandonment of property of the County, subject to County ordinances.

G. The County shall have the right to make additional use, for any public or municipal purpose, of any poles or conduits controlled or maintained exclusively by or for Company on any county road, provided such use by County does not interfere with the use by Company. The County shall indemnify and hold harmless the Company against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of Company's poles or conduits.

SECTION 6. SAFETY REQUIREMENTS.

A. The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. All poles, structures, wires, cables, lines, conduits, connections and other equipment in, over, under and upon the county roads of the franchise area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.

SECTION 7. INDEMNIFICATION OF COUNTY.

A. The Company shall at all times defend, indemnify and hold harmless the County from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs and attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of or in any way connected to the performance of the Company in the ownership, construction, repair, replacement, maintenance and operation of said water line and by reasons of any license, copyright, property right or patent of any article or system used in the construction or use of said system. County shall give Company prompt notice of any such claims, actions, and suits, without limitation, in writing.

B. The Company shall maintain in full force and effect during the life of this franchise, public liability insurance in a solvent insurance company authorized to do business in the State of Washington, at no less than in the following amounts:

- (1) -0- property damage in any one accident;
- (2) -0- for personal injury to any one person;
- (3) -0- for personal injury in any one accident;

provided that all such insurance may contain reasonable deductible provisions not to exceed N.A. for any type of coverage, and provided further, the County may require that any and all investigation of claims made by any person, firm or corporation against the County arising out of any use or misuse of privileges granted to the Company herein shall be made by, or at the expense of the Company or its insurer.

SECTION 8. TERM OF FRANCHISE.

A. The franchise and rights herein granted shall take effect and be in

force thirty (30) days after passage hereof, providing, written acceptance of the Company is filed with the Board of Commissioners within such time period.

B. In the event of any breach of conditions required to be kept or performed by the Company, the Board of County Commissioners may cancel this franchise provided that such breach is determined to exist after a hearing by the County Commissioners held after ten (10) days written notice to the Company and not corrected on or before the 10th day after the hearing date.

C. In the event this franchise is not sooner terminated in whole or in part, those parts in effect shall continue in effect for a period of - 49 - years from the date of approval by the Board.

SECTION 9 . APPROVAL OF TRANSFER. The Company shall not sell or transfer its plan or system to another, other than a parent company or a wholly-owned subsidiary of the Company, nor transfer any rights under this franchise to another without Board approval. Provided, that no sale or transfer shall be effective until the vendee, assignee or lessee has filed in the office of the County Auditor an instrument duly executed reciting the fact of such sale, and agreeing to perform all the conditions hereof. Such Board approval will not be unreasonably withheld and neither this Section nor other Sections of this franchise shall preclude the mortgaging, hypothecating, or the assignment of certain rights in the system, or the pledge of stock by the Company for the purpose of financing.

SECTION 10. PROCEDURE UPON TERMINATION. Upon expiration of the franchise, if the Company shall not have acquired an extension or renewal thereof and accepted the same, it may have and it is hereby granted, the right to enter upon the county roads of such expired franchise area for the purpose of removing therefrom any or all of its property . In so removing such property, the company shall refill, at its own expense, any excavation that shall be made by it, and shall leave such roads in as good condition as that existing prior to the Company's removal of its property.

SECTION 11. MISCELLANEOUS PROVISIONS.

A. When not otherwise prescribed herein, all matters herein required to be filed with the County shall be filed with the County Commissioners.

B. The Company shall assume the cost of publication of this franchise as such publication is required by law. A bill for publication costs shall be pre-

sented to the Company by the newspaper selected by county to publish the notice of hearing on the issuance of this franchise.

SECTION 12. CONSISTENT RULES AND REGULATIONS.

A. The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power by the County. The County reserves the right to adopt, from time to time, in addition to the provisions herein contained, such regulations as may be deemed necessary to the exercise of such police power.

SECTION 13. FORCE MAJEURE. Company shall not be deemed in default of any provisions of this franchise or subjected to any penalty hereunder where performance or compliance is prevented by acts of God, civil emergencies, natural disasters or other such circumstances beyond Company's reasonable control.

SECTION 14. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this resolution shall not abate, reduce or otherwise affect any consideration or other obligation required of the Company or any grant of right by the County.

DATED this 16th day of October, 19 89.

ATTEST

George Zandell
County Auditor & Ex-officio Clerk
of the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

Greg Cox
Chairman

J. Schwartz
Member

APPROVED AS TO FORM:

Eugene Butler
EUGENE BUTLER
Deputy Prosecuting Attorney

Member

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BLACKSMITH RD
(SOUTH)

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FD 13

FIRE DIST PG.
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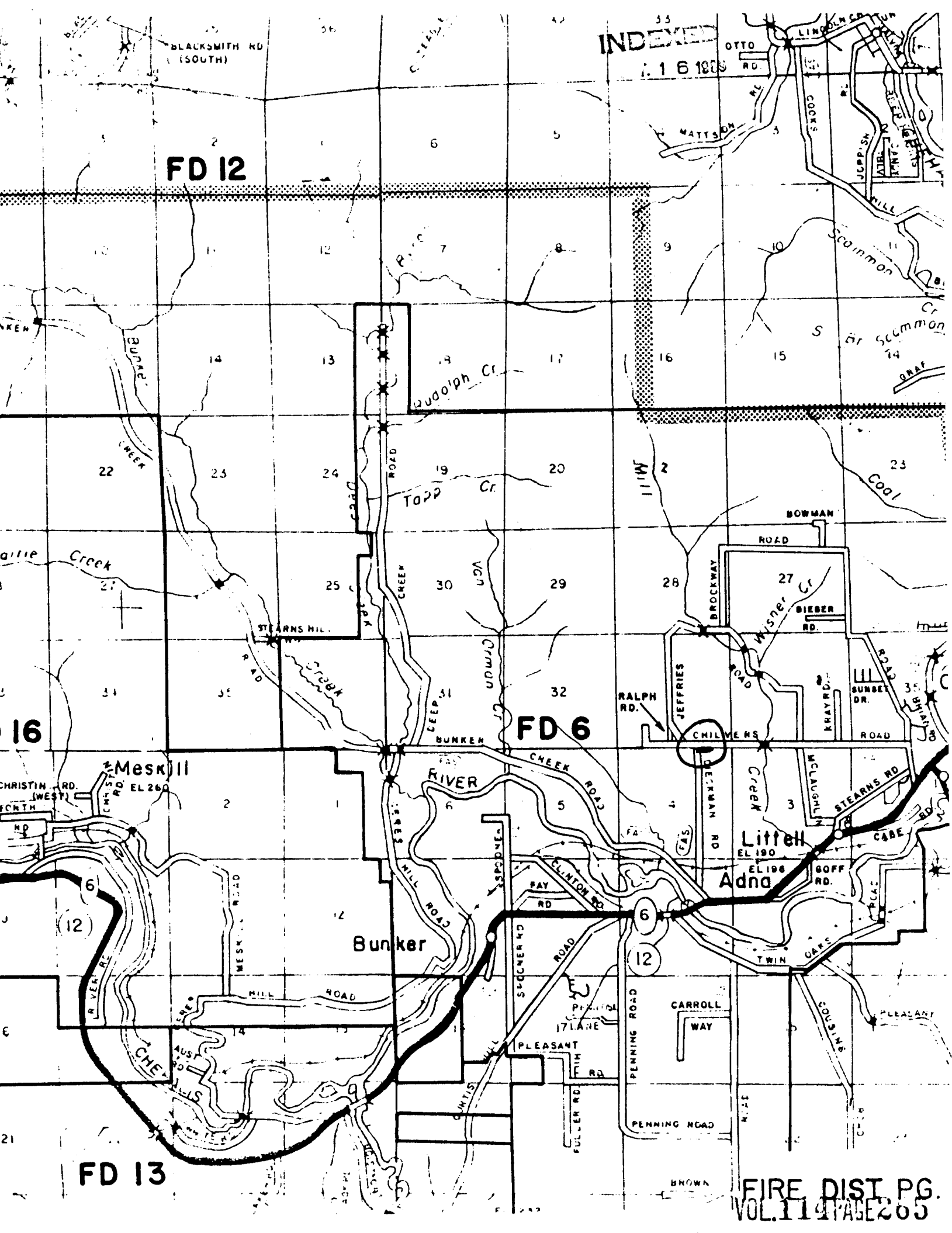


EXHIBIT "A"

WATER LINE FRANCHISE

TO: Elmer P. Loose IV
559 Chilvers Road
Chehalis, WA 98532

Description:

Franchise to install, operate, maintain and repair a water line along a portion of Dieckman and Chilvers Roads in Lewis County, Washington, to-wit:

Beginning at the intersection of Dieckman and Chilvers Roads, thence east for .10 mile on Chilvers Road

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OCT. 19 1980

ACCEPTED:

ELMER P. LOOSE IV

Name of Company

By ELP IV

Its Company

Address: 559 Chilvers Road

Chehalis, WA 98532

(206) 748-4994

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OFFICE OF
LEWIS COUNTY AUDITOR

POST OFFICE BOX 29

CHEHALIS, WASHINGTON 98532

(206) 748-9121

GARY E. ZANDELL
AUDITOR

ANNA LOU PEARCE
CHIEF ACCOUNTANT

JERI McCARTHY
CHIEF DEPUTY

September 18, 1989

RE: Notice of Hearing - County Franchise/Elmer P. Loose IV

Attached for your records is a copy of the above-referenced Notice of Hearing.

Said Hearing shall be held in the office of the County Commissioners on Monday, October 16, 1989 at the hour of 10:30 a.m.

Very truly yours,



GARY E. ZANDELL *by bte*
Lewis County Auditor

GEZ:bte

Enclosure

cc: Robert Berg
Dick Veach
Jim Bridges
Elmer Loose

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

IN THE MATTER OF THE APPLICATION OF
ELMER P. LOOSE IV
for permission to install, operate,
maintain and repair a water line
along certain county roads

RESOLUTION NO. 89-334
NOTICE OF HEARING

WHEREAS, ELMER P. LOOSE IV has made application for
a franchise to install, operate, maintain and repair a water line
along a portion of Chilvers Road and Dieckman Road
in Lewis County, Washington, hereinafter described; and it appearing that a hearing
should be had thereon and that notice thereof be given as provided by law;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the hearing on the
application for said franchise be had at the office of the County Commissioners in
the Courthouse, Chehalis, Washington, on Monday, the 16th day of
October, 1989, at the hour of 10:30am, and that Notice
of Hearing be given by posting written notices thereof in three (3) places in Chehalis,
Lewis County, Washington, and in one (1) conspicuous place on the hereinafter described
county roads, upon which application is made, at least fifteen (15) days before the
day fixed for hearing, and by publication in The Morton Journal for two (2)
times not less than five (5) days before the date set for hearing.

Application is made for a franchise to install, operate, maintain
and repair a water line

Dieckman and
along a portion of Chilvers Road in Lewis County, Washington, to-wit:

Beginning at the intersection of Dieckman and Chilvers Roads,
east for .10 of a mile on Chilvers Road

DONE IN OPEN SESSION this 18th day of September, 1989.

ATTEST:

George E. Zandell
County Auditor & Clerk of the Board

APPROVED AS TO FORM:

JAMES R. MILLER, PROSECUTING ATTORNEY

Gene Butler
Gene Butler, Chief Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

Shag Cox
Chairman

Joanne Schwartz
Member

Member

89-331

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

APPLICATION FOR FRANCHISE

The undersigned, Elmer P. Laine IV,
requests a franchise for the use of County road right of way for Water Line

(Fill in what is desired to be constructed or installed)
for a period of 49 years along and accross county roads, in the following

DESCRIBED AREA: where Dekman Rd. meets Chilvers Rd,
go left down embankment on the left for approximately
1/2 of a mile

(If not sufficient space, attached sheet showing entire description)

Attached hereto is a map showing the proposed location of those areas which
will have access to the system.

DATED this 11 day of September, 19 89.

PREPARED AND APPROVED BY:

JAMES R. MILLER, Prosecuting Attorney
Lewis County, Washington

[Signature]
Signature of Applicant

VERN E. WAGAR, County Public Works Engineer

my address is
on Raymond Dr.
Chehalis, WA.
98532

559 Chilvers Rd.
Address Chehalis, WA 98532

748-4994

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